

The Life Choice Project

COPY

Prenatal Care Coordination Services – Service Provider Contract Caring to Love Ministries/Life Choice Project hereinafter referred to as “CTLM/LCP”, “Life Choice Project/CTLM”, “CTLM/Life Choice Project”, “Life Choice Project”, or similar designation, hereby enters into an agreement with

Service Provider Name:

LCP #

(Service Provider Name) – LCP #, a provider of the LCP Prenatal Care and Coordination Services hereinafter referred to as (SERVICE PROVIDER NAME) , to provide services to the Caring to Love Ministries/Life Choice Project subject to the following terms and conditions:

1. (Service Provider Name) acknowledges that CTLM/LCP serves as the contractor for the proposed services and reimbursement is based on final approval by the State of Louisiana.
2. The contract shall become effective upon approval by DCFS retroactive to March 1, 2016 for all services provided in accordance with this contract and shall continue in effect no later than June 30, 2016 or until terminated in accordance with this contract. The expected time to complete the above services is not to exceed July 8, 2016. CTLM/LCP hereby agrees to reimburse (SERVICE PROVIDER NAME) for services rendered upon completion and submission of monthly reports, invoices and reimbursement request if and only if CTLM/LCP has been paid for said services by the State of Louisiana and the applicable contracting state agency. This contract shall not continue beyond the specified termination date and may be terminated by either party at any time, which termination shall be effective immediately upon the date of deposit of written notice into the United States Mail.
3. CTLM/LCP shall reimburse the (Service Provider Name) for services and items as authorized and properly provided under the program in accordance with the —Terms of Reimbursement, as are now in effect or as may later be amended.
4. (Service Provider Name) shall submit the Request for Reimbursement by the 3rd day of each month no later than 3:00 p.m., unless otherwise directed by CTLM/LCP. Supporting documentation of the allowable expenditures must accompany the Request for Reimbursement Form.

Life Choice Project /CTLM Service Provider Contract

ALL PAGES OF THE PROVIDER AGREEMENT MUST BE RETURNED TOGETHER.

The Life Choice Project

COPY

5. Claims submitted later than 3:00 p.m. on the 3rd day of each month or submitted without invoice or supporting documentation are deemed untimely. All payments due on untimely claims shall be forfeited by (SERVICE PROVIDER NAME) , unless the Provider shows good cause, as determined by CTLM/LCP, for the untimely submittal.
6. In agreeing to the terms of the contract, (SERVICE PROVIDER NAME) understands that they will not be reimbursed for any services or expenses for any reason until CTLM/LCP receives payment. If CTLM/LCP does not receive payment from DHH/OFS or State of Louisiana for services or expenses, then CTLM/LCP will not be required to compensate or reimburse any expenses of said contract for any reason.
7. (SERVICE PROVIDER NAME) agrees to abide by all CTLM/LCP Contractor Assurances For TANF Initiatives in so far as these assurances are applicable to service providers.
8. (SERVICE PROVIDER NAME) agrees to participate fully in the Life Choice Project on-site monitoring and evaluation reviews as outlined in the Quality Assurance Program information. The on-site reviews will be performed by the Life Choice Project Compliance Team and shall be used to determine the (SERVICE PROVIDER NAME) 's adherence to and continuation in the Life Choice Project.
9. (SERVICE PROVIDER NAME) agrees to reimburse CTLM /LCP for monies received for any services to clients who are found to be ineligible for TANF funded services or for services found to be in error and/or not entitled to be received as determined by The Life Choice Project Compliance Team. (SERVICE PROVIDER NAME) further authorizes CTLM/LCP to withhold any future reimbursement to Service Provider and apply in satisfaction of the amount owed to CTLM/LCP by (SERVICE PROVIDER NAME) .
10. (SERVICE PROVIDER NAME) understands and agrees that final reimbursement will not be issued until mandatory application procedures, Health Fair, and compliance issues are satisfied.
11. In accordance with CTLM/LCP record-keeping requirements, (SERVICE PROVIDER NAME) agrees to keep all records pertaining to services provided to TANF eligible program participants for at least seven (7) years, and agrees upon request to furnish to CTLM/LCP any and all such records and information including but not limited to records and information regarding services provided and payments claimed by (SERVICE PROVIDER NAME) for furnishing services under the Prenatal Care Coordination Services.

The Life Choice Project

COPY

12. (SERVICE PROVIDER NAME) must submit final invoice with appropriate supporting documentation to CTLM/LCP within five (5) business days after termination of contract.
13. (SERVICE PROVIDER NAME) agrees to comply with the disclosure requirements established by CTLM/LCP as now in effect or as may be amended. (SERVICE PROVIDER NAME) further agrees that it will provide any changes or updated information in writing to CTLM/LCP within one (1) business day from the effective date of such changes unless directed otherwise by CTLM/LCP. Reportable changes or updates include but are not limited to the information requested in the Louisiana Life Choice Project 2015 Request for Application or the most recent Request for Application.
14. (SERVICE PROVIDER NAME) agrees to use only approved brochures and training manuals.
15. (SERVICE PROVIDER NAME) hereby affirms that its organization and any person employed by it does not and will not issue or refer for contraceptives.
16. (SERVICE PROVIDER NAME) hereby affirms that its organization and any person employed by it does not and will not advocate, counsel, or refer for an abortion.
17. (SERVICE PROVIDER NAME) consents to the use of statistical sampling as an accepted means to determine the amounts owed by (SERVICE PROVIDER NAME) to CTLM/LCP as a result of an investigation or audit conducted by CTLM/LCP or an authorized agency of CTLM/LCP.
18. (SERVICE PROVIDER NAME) agrees to provide the mid-month reports on or before the 15th of every month and daily thereafter in order to assist in tracking Life Choice Project monthly targets.
19. (SERVICE PROVIDER NAME) agrees to participate as directed by CTLM/LCP in all mandatory trainings made available through the Life Choice Project.
20. (SERVICE PROVIDER NAME) certifies that the services contracted for herein are not otherwise available from the contractor on a non-reimbursable basis.
21. (SERVICE PROVIDER NAME) agrees to be an alcohol-free, drug-free and tobacco-free environment.
22. (SERVICE PROVIDER NAME) agrees to adhere to the provision that requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act.

The Life Choice Project

COPY

23. (SERVICE PROVIDER NAME) recognizes the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
24. (SERVICE PROVIDER NAME) agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act.
25. CTLM reserves the right to deviate from this Prenatal Care Coordination Service, and (SERVICE PROVIDER NAME) agrees to comply with any deviations and/or changes.
26. (SERVICE PROVIDER NAME) hereby certifies that the information provided by (SERVICE PROVIDER NAME) in the Request For Application for Louisiana Life Choice Project **2015-2016** or most recent RFA is true and correct. (SERVICE PROVIDER NAME) hereby agrees to fully comply and take actions as directed by CTLM/LCP in accordance with and in fulfillment of the representations made by (SERVICE PROVIDER NAME) in such manner as may be determined and directed and/or modified by CTLM/LCP including but not limited to the following:
- a. (SERVICE PROVIDER NAME) agrees to maintain a fax machine fully compatible with any and all technological specifications as directed by CTLM/LCP that shall have one dedicated fax number which shall be the same fax number for the entire time period of its contract. (SERVICE PROVIDER NAME) further agrees that said fax machine shall be working and available to receive faxes 24 hours per day, seven days per week, and that (SERVICE PROVIDER NAME) shall sign and respond to any faxed communication from CTLM/LCP in the manner and time frame as directed by CTLM/LCP. If the (SERVICE PROVIDER NAME) fax machine is deemed unsatisfactory, CTLM/LCP will require the fax machine to be replaced within five business days by (SERVICE PROVIDER NAME) .

3/02

The Life Choice Project

COPY

b. (SERVICE PROVIDER NAME) agrees to acquire, provide and maintain computer and technological hardware and software as directed by CTLM/LCP and to immediately secure any upgrades as may be directed by CTLM/LCP including but not limited to the following requirements: 1) user must have a PC with high speed access to the Internet, 2) user must have Internet Explorer 6.0 or higher, 3) users must have Microsoft Access 2003 or higher, 4) for training purposes, each center must have a laptop PC with wireless capability, 5) each center must have a valid email address and fax capabilities; and 6) must have Windows 7 and Office 2003 or higher. Additionally, (SERVICE PROVIDER NAME) 's computer(s) must be able to interface successfully with Microsoft operating systems 2007 and above and must maintain technology sufficient to attend and fully participate in Webinars hosted by Caring to Love Ministries.

c. (SERVICE PROVIDER NAME) agrees that its Executive Director as noted in its **2015-2016** Request for Application or most recent RFA, or a designee as approved by CTLM/LCP, especially, should there be a replacement of the aforesaid named Executive Director, shall attend all Life Choice Project mandatory meetings, trainings, conferences and participate in all conference calls as directed by CTLM/LCP. CTLM/LCP reserves the exclusive right to excuse said Executive Director, designee, or any other personnel from, and to further determine who shall be allowed to attend and/or participate in any meeting, training, conference, conference call, or any other activity related to CTLM/LCP.

d. (SERVICE PROVIDER NAME) agrees to abide by grievance procedures as developed and as later modified and updated.

e. (SERVICE PROVIDER NAME) agrees not to supplant existing funding with funding received from the Life Choice Project and to immediately notify CTLM/LCP within one (1) business day of discovery should (SERVICE PROVIDER NAME) discover that it has supplanted funding. (SERVICE PROVIDER NAME) further agrees to reimburse the CTLM/LCP any and all funds received from the Life Choice Project that were used to supplant funding as determined solely by CTLM/Life Choice Project. Service Provider further authorizes CTLM/LCP to withhold any future reimbursement to (SERVICE PROVIDER NAME) and apply in satisfaction of the amount owed to CTLM/LCP by (SERVICE PROVIDER NAME) .

27. (SERVICE PROVIDER NAME) agrees to bring a minimum of five (5) guests to the Annual Conference.

28. (SERVICE PROVIDER NAME) agrees to participate in and/or host at least one health fair and to participate in two outreach presentations.

29. (SERVICE PROVIDER NAME) agrees to reimburse CTLM/LCP any and all amounts that the State of Louisiana, United States Government, or any agency or department of the State of Louisiana or United States Government may demand in reimbursement from CTLM/LCP for disallowed payments to (SERVICE PROVIDER NAME) . (SERVICE PROVIDER NAME) further agrees to reimburse CTLM/LCP said amount(s) within fifteen (15) days of demand by CTLM/LCP. Said demand may be commenced by hand-delivery to (SERVICE PROVIDER NAME) or by deposit of certified or registered mail into the United States Mail, postage prepaid and properly addressed to (SERVICE PROVIDER NAME) 's last known address or address as herein provided in this contract. (SERVICE PROVIDER NAME) agrees to be bound by this contract provision both now and for such period of time in the future as Louisiana may lawfully demand reimbursement from CTLM/LCP for disallowed payments to (SERVICE PROVIDER NAME) .

30. **Severability and Reformation.** The provisions of this Agreement shall be deemed severable, and the invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of the other provisions. Thus, if any of the provisions in this Agreement shall be held by a court of competent jurisdiction to be invalid and unenforceable, it shall be severed without affecting the viability of the remaining provisions of the Agreement, which shall continue to be valid, binding and enforceable. To the fullest extent possible, any severed provision(s) shall be automatically reformed in accordance with the intent of this contract.

31. **Notice.** Any notice required under this Agreement shall be deemed sufficient and effective if it is in writing and delivered personally or sent by certified or registered mail, return receipt requested, first-class postage prepaid, to the addresses listed below.

The Life Choice Project

33. **Entire Agreement.** This contract represents the entire agreement and understanding between (SERVICE PROVIDER NAME) and CTLM/LCP. Both parties acknowledge that no contrary representations, promises, agreements, inducements, or understandings of any other nature have been made, whether written or oral, and that nothing which is not contained herein shall be of any force or effect. No waiver, modification, amendment, assignment or cancellation of this Agreement shall be valid or binding unless it is in writing and signed by both of the parties hereto, unless herein provided.

34. **Injunctive Relief.** (SERVICE PROVIDER NAME) understands and acknowledges that in the event of his actual, threatened or anticipated breach or any other failure to perform by him of any of the provisions of this Agreement, then CTLM/LCP shall be entitled to immediate preliminary and permanent injunctive relief, without the necessity of proving irreparable injury, in order to enforce the terms of this Agreement.

SAMPLE

